



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

FIRST COMMAND FINANCIAL PLANNING, §
INC. and FIRST COMMAND FINANCIAL §
SERVICES, INC., §

Plaintiffs, §

VS. §

JOHN D. WASHNOCK and §
JAMES D. WASHNOCK, §

Defendants. §

No. 4:07-CV-239-A

FINAL JUDGMENT

Consistent with the Order Compelling Arbitration and Granting Related Relief signed in the above-captioned action on the date of the signing of this final judgment,

The court ORDERS, ADJUDGES, and DECREES that plaintiffs, First Command Financial Planning, Inc., and First Command Financial Services, Inc., and defendants, John D. Washnock and James D. Washnock, proceed to arbitration as to all controversies, disputes, or claims between plaintiffs, on the one hand, and either of the defendants, on the other, as contemplated by the Financial Advisor/Agent Agreements that are of record as Plaintiffs' Exhibits 1 and 14, which controversies, disputes, and claims to be arbitrated shall include all controversies, disputes, or claims related to the validity or enforceability of any restrictive covenants, or noncompete provisions, contained in either of such agreements, and that such arbitration be conducted with the National Association of Security Dealers ("NASD") in Tarrant County, Texas.

The court further ORDERS, ADJUDGES, and DECREES that (a) all claims asserted or capable of being asserted by defendant John D. Washnock against plaintiffs, First Command Financial Planning, Inc., or First Command Financial Services, Inc., in Civil Action Number 2007CV496, styled *John D. Washnock v. First Command Financial Planning, Inc. and First Command Financial Services, Inc.*, in the Superior Court of Lowndes County, Georgia, including without limitation the validity and enforceability of the noncompete provisions contained in the Financial Advisor/Agent Agreement, should be, and hereby are, compelled to arbitration with the National Association of Securities Dealers (the "NASD") in Tarrant County, Texas, (b) defendant John D. Washnock do nothing to further prosecute such Civil Action Number 2007CV496, and (c) defendant John D. Washnock within five (5) days from the date of the signing of this final judgment take whatever steps are appropriate to cause such Civil Action Number 2007CV496 to be dismissed without prejudice.

The court further ORDERS, ADJUDGES, and DECREES that (a) all claims asserted or capable of being asserted by Defendant James D. Washnock against Plaintiffs First Command Financial Planning, Inc., or First Command Financial Services, Inc., in Civil Action Number 2007CV621, styled *James D. Washnock v. First Command Financial Planning, Inc. and First Command Financial Services, Inc.*, in the Superior Court of Lowndes County, Georgia, including without limitation the validity and enforceability of the noncompete provisions contained in the Financial Advisor/Agent Agreement, should be, and hereby are, compelled to arbitration with the NASD in Tarrant County, Texas, (b) defendant James D. Washnock do nothing to further prosecute such Civil Action Number 2007CV621, and (c) defendant James D. Washnock within five (5) days from the date of the signing of this final judgment take whatever

steps are appropriate to cause such Civil Action Number 2007CV621 to be dismissed without prejudice.

The court further ORDERS, ADJUDGES, and DECREES that all relief sought by any party in this action that is not being granted by this order be, and is hereby, dismissed without prejudice.

SIGNED May 24, 2007.



JOHN McBRYDE
United States District Judge